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SPECIAL PROVISIONS REGARDING
SECURITY AND NON-PUBLICITY

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1. It is agreed and understood that the security and non-publicity provisions of this contract go to the essence of the overall agreement between the Government and the contractor; hence, the contractor shall maintain and administer, in accordance with industrial security manuals and agreements incorporated in the schedule of this contract, a security program which meets the requirements of these documents.

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2. Reference is made to the article of the General Provisions, entitled "Default" ("Termination"). It is agreed and understood that failure of the contractor to maintain and administer a security program, fully compliant with the security requirements of this contract, constitutes grounds for termination for default.

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3. Specifically, the contract is subject to immediate default, without the requirement of a 10-day cure notice, where it has been determined by the contracting officer that failure to fully comply with the security requirements of the contract results from willful misconduct or lack of good faith on the part of any one of the contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives who have supervision or direction of:

    a. All or substantially all of the contractor's business, or

    b. All or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed, or

    c. A separate and complete major industrial operation in connection with the performance of this contract.

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4. Where deficiencies in the contractor's security program are noted, the contractor shall be provided a written notice of these deficiencies and given a period of 10 days to take corrective action. If the contractor fails to take the necessary corrective action, the Government may terminate the whole or any part of this contract for default.

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25X1

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5. Reference is made to Article 24 of Section A of the General Provisions, entitled "Non-Publicity." Violation of the terms and conditions of this clause, if classified information is divulged, constitutes a major breach of contract and the contract may be terminated immediately for default, without the requirement of a 10-day cure notice. 25X1

6. If work, hardware, and/or reports under this contract are to be classified, a Contract Data Classification Guide (CDCG) is attached which indicates the level of classification to be assigned in each case. Classification will be in accordance with the CDCG and the directions of these Special Provisions.

Association, i.e., identification of the customer with this contract, or with the work performed under it, or with the product of this contract, is classified ____SECRET____. Unless a higher classification would be required by the work, hardware, or reports, this overall classification will be applied to any communication which contains the name or address of the Contracting Officer or which identifies or tends to identify the customer. (If only the Association is classified, a CDCG will not be attached.)

If a given document merits classification to protect both customer association and the intrinsic contents of the document, then either the classification which encompasses the other shall be utilized, or, if that situation does not exist, both classifications shall be applied independently. In the latter event, the expiration or termination of one classification does not impact the other classification. Either or both classifications shall be applied in accord with the succeeding paragraphs. 25X1

7. Classification Authority - Executive Order 12065 of 28 June 1978, implemented by Information Security Oversight Office Directive No. 1 of 2 October 1978, effective on 1 December 1978, provides principles and procedures for proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the contractor in performance of a customer contract. The classification authority to be cited by the contractor on classified documents or materials is "customer." 25X1

8. Identification and Markings - The highest classification level of information contained within a document shall be typed or stamped at the top and bottom of the outside front cover (if any), on the title page (if any), on the first page and on the outside of the back cover (if any). Each interior page shall be typed or stamped at the top and bottom either according to the highest classification of the content of the page (use "Unclassified" if appropriate) or according to the overall classification of the document. Only the designations Top Secret, Secret or Confidential may be used to identify classified material.

CONFIDENTIAL

2

In addition, each document that is classified for other than its tendency to reveal a customer association should be stamped or marked in the lower right hand corner of the first page (or on the inside front cover of bound publications provided that the overall classification is marked on the outside front cover), as follows:

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DERIVATIVE CL BY _____
  [  ] DECL [  ] REVW ON _____
DERIVED FROM _____
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The longest term applicable to material within the document shall be the term used on the cover.

Documents that are classified only to protect the customer association shall be stamped or marked as follows:

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DERIVATIVE CL BY _____
  [  ] DECL [  ] REVW ON 20 years from date of document
DERIVED FROM _____
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If a single document would merit classification both to protect the association of the customer with the effort, and because of the technical contents of the document, one of the two following procedures shall be used:

a) If the classification of the contents is equal
    to, or greater, both as to level (Secret, etc.)
    or period, than the classification of the associa-
    tion, then only the classification based on the
    contents alone shall be used. If the classi-
    fication of the association predominates in both
    characteristics, it shall be used alone.

b) If the classifications of the association and the
    technical contents are such that one is not equal
    to or greater than the other both as to level and
    period, then both classifications will be applied
    independently. In that case, the expiration of
    the higher classification at the end of this shorter
    period will not affect the lower classification
    for the longer period.

Each classified document shall indicate which paragraphs or other portions, including subjects and titles, are classified and which are unclassified. The symbol "(TS)" for Top Secret, "(S)" for Secret, "(C)" for Confidential and "(U)" for Unclassified will be placed immediately preceding the portion of the text to which it applies. Nontextual portions of a document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.

3

CONFIDENTIAL

Subjects and titles should be selected so as not to require classification. When a classified subject or title must be used, a short title or other unclassified identifier should be assigned to facilitate receipting and reference, if such an identifier (e.g., a report number or registry number) will not otherwise be assigned.

If it is determined by the nature of the content, or through consultation with the COTR, that a classified technical report generated at his facility discloses or contains information or material relating to sensitive intelligence sources and/or methods, that report shall display in a prominent place on the first page the following:

WARNING NOTICE   25X1
INTELLIGENCE SOURCES AND METHODS INVOLVED

9. Declassification - Declassification of classified material generated by the contractor will be authorized only by the contracting officer.   25X1

4

CONFIDENTIAL

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Next 1 Page(s) In Document Denied